

FILED
JUNE 22 2004
KANSAS STATE BOARD OF
HEALING ARTS

**BEFORE THE BOARD OF THE HEALING ARTS
OF THE STATE OF KANSAS**

In the Matter of)
)
CHRISTOPHER K. KAUFFMAN, D.C.) Docket No. 04-HA-48
Kansas License No. 01-04075)
_____)

CONSENT ORDER

COMES NOW the Kansas State Board of Healing Arts (“Board”), by and through Stacy L. Cook, Litigation Counsel (“Petitioner”), and Christopher K. Kauffman, D.C. (“Licensee”), by and through Steve A. Schwarm, and move the Board for approval of a Consent Order affecting Licensee’s license to practice chiropractic in the State of Kansas. The parties stipulate and agree to the following:

1. Licensee’s last known mailing address to the Board is 3115 W. 6th Street #F, Lawrence, Kansas 67037.
2. Licensee is or has been entitled to engage in the practice of chiropractic in the State of Kansas, having been issued License No. 01-04075 on December 31, 1991. Licensee’s license status is active.
3. The Board is the sole and exclusive administrative agency in the State of Kansas authorized to regulate the practice of the healing arts, specifically the practice of chiropractic.
4. This Consent Order and the filing of such document are in accordance with applicable law and the Board has jurisdiction to enter into the Consent Order as provided by K.S.A. 65-2838. Upon approval, these stipulations shall constitute the findings of the Board, and this Consent Order shall constitute the Board’s Final Order.
5. The Kansas Healing Arts Act is constitutional on its face and as applied in this case.

6. Licensee agrees that, in considering this matter, the Board is not acting beyond its jurisdiction as provided by law.

7. Licensee voluntarily and knowingly waives his right to a hearing. Licensee voluntarily and knowingly waives his right to present a defense by oral testimony and documentary evidence, to submit rebuttal evidence, and to conduct cross-examination of witnesses. Licensee voluntarily and knowingly agrees to waive all possible substantive and procedural motions and defenses that could be raised if an administrative hearing were held.

8. The terms and conditions of the Consent Order are entered into between the undersigned parties and are submitted for the purpose of allowing these terms and conditions to become an Order of the Board. This Consent Order shall not be binding on the Board until an authorized signature is affixed at the end of this document. Licensee specifically acknowledges that counsel for the Board is not authorized to sign this Consent order on behalf of the Board.

9. Petitioner alleges that Licensee engaged in excessive and inappropriate billing. The specific allegations are contained in the Petition filed on March 17, 2004.

10. Licensee denies that he engaged in conduct which violates the Healing Arts Act, but agrees that it is necessary to make changes to his billing procedures.

11. According to K.S.A. 65-2838(b), the Board has authority to enter into this Consent Order without the necessity of proceeding to a formal hearing.

12. In lieu of the conclusion of formal proceedings, Licensee, by signature affixed to this Consent Order, hereby voluntarily agrees to the following:

- a. Licensee agrees that in charging patients for his services he will follow standards that are accepted in the chiropractic profession;
- b. Licensee agrees that his billing practices will be reviewed by an outside third party to ensure adherence to accepted standards in the chiropractic profession. The review will be at Licensee's expense.

The reviewer must be approved by the Board or its designee. The review will cover all aspects of Licensee's billing. Licensee agrees to provide the reviewer with all necessary documents at least once a week. The reviewer shall provide to the Board a report each month indicating whether any aspect of Licensee's billing falls outside of accepted standards in the chiropractic profession. The reports are due on or before the 20th day of the following month. The reviewer shall also provide any recommendations for modifications to billing. Licensee agrees to implement any recommendations. The review shall begin thirty (30) days following approval of the Consent Order and shall continue for at least one year. The review shall include 100% of all patients, regardless of method of payment. After one year, Licensee may request that the Board terminate the 100% review. Once the Board grants Licensee's request, Licensee agrees that for the next three (3) years he will be subject to random unannounced billing reviews by the same reviewer at his expense;

- c. Licensee agrees that in processing his office charges he will utilize appropriate chiropractic software and/or a chiropractic billing manual that properly identifies diagnostic and procedure codes;
- d. Licensee and all employees who are involved in billing for his services shall complete a course on billing. The course must be approved by the Board or its designee. Licensee agrees that he and his staff shall complete the course within thirty (30) days following approval of the Consent Order.
- e. Licensee shall prepare a document which contains a list of prices for

all treatments, examinations, and procedures performed by him or within his clinic. The document shall be provided to each patient prior to the commencement of any services;

- f. Licensee agrees to prepare a proposed treatment plan sheet wherein he will discuss with the client or client representative his treatment plan. Such treatment plan will be subject to change based upon the client's condition, but such treatment plan sheet shall be made a part of the patient record. Should there be any substantial changes in the initial treatment plan, a subsequent treatment plan sheet will be completed and shared with the client.
- g. Licensee shall create and maintain in the patient chart a "super bill," which is a document to instruct his staff on which procedures to bill for a particular patient;
- h. For all patients, regardless of method of payment, Licensee shall provide each patient with a statement of charges prior to payment;
- i. Licensee agrees that he will not impose a full charge for each area of the spine he manipulates;
- j. Licensee agrees that within thirty (30) days of approval of the Consent Order he will attend a course on recordkeeping. The course shall be approved by the Board or its designee. The course will be at Licensee's expense.
- k. Licensee agrees to pay the costs in the matter in the amount of 846.70. Such costs are due and payable to the Board of Healing Arts on or before July 19, 2004.

13. Licensee's failure to comply with the provisions of the Consent Order may result in the Board taking further disciplinary action as the board deems appropriate according to the Kansas Administrative Procedure Act.

14. Nothing in this Consent Order shall be construed to deny the Board jurisdiction to investigate alleged violations of the Healing Arts Act, or to investigate complaints received under the Risk Management law, K.S.A. 65-4921 *et seq.*, that are known or unknown and are not covered under this Consent Order, or to initiate formal proceedings based upon known or unknown allegations of violations of the Healing Arts Act.

15. Licensee hereby releases the Board, its individual members (in their official and personal capacities), attorneys, employees and agents, hereinafter collectively referred to as (“Releasees”), from any and all claims, including but not limited to, those alleged damages, actions, liabilities, both administrative and civil, including the Kansas Act for Judicial Review and Civil Enforcement of Agency Actions, K.S.A. 77-601 *et seq.* arising out of the investigation and acts leading to the execution of this Consent Order. This release shall forever discharge the Releasees of any and all claims or demands of every kind and nature that Licensee has claimed to have had at the time of this release or might have had, either known or unknown, suspected or unsuspected, and Licensee shall not commence to prosecute, cause or permit to be prosecuted, any action or proceeding of any description against the Releasees.

16. Licensee further understands and agrees that upon signature by Licensee, this document shall be deemed a public record and shall be reported to the National Practitioner Databank, SIN-BAD, and any other reporting entities requiring disclosure of the Consent Order.

17. This Consent Order, when signed by both parties, constitutes the entire agreement between the parties and may only be modified or amended by a subsequent document executed in the same manner by the parties.

18. Licensee agrees that all information maintained by the Board pertaining to the nature and result of any complaint and/or investigation may be fully disclosed to and considered by the Board in conjunction with the

presentation of any offer of settlement, even if Licensee is not present. Licensee further acknowledges that the Board may conduct further inquiry as it deems necessary before the complete or partial acceptance or rejection of any offer of settlement.

19. Licensee, by signature to this document, waives any objection to the participation of the Board members, including the Disciplinary Panel, in the consideration of this offer of settlement and agrees not to seek the disqualification or recusal of any Board member in any future proceeding on the basis that the Board member has received investigative information from any source which otherwise may not be admissible or admitted as evidence.

19. Licensee acknowledges that he has read this Consent Order and fully understands the contents.

21. Licensee acknowledges that this Consent Order has been entered into freely and voluntarily.

22. All correspondence or communication between Licensee and the Board relating to this Consent Order shall be by certified mail addressed to the Kansas State Board of Healing Arts, Attn: Stacy L. Cook, 235 S. Topeka Blvd., Topeka, Kansas 66603-3068.

23. Licensee shall obey all federal, state and local laws and rules governing the practice of chiropractic in the State of Kansas that may be in place at the time of execution of the Consent Order or may become effective subsequent to the execution of this document.

24. Upon execution of this Consent Order by affixing a Board authorized signature below, the provisions of this Consent Order shall become an Order under K.S.A. 65-2838. This Consent Order shall constitute the Board's Order when filed with the Office of the Executive Director for the Board and no further Order is required.

25. The Board may consider all aspects of this Consent Order in any future matter regarding Licensee.

IT IS THEREFORE ORDERED that the Consent Order and agreement of the parties contained herein is adopted by the Board as findings of fact and conclusions of law.

IT IS FURTHER ORDERED that in lieu of the conclusion of formal proceedings, Licensee, by signature affixed to this Consent Order, hereby voluntarily agrees to the following:

- a. Licensee agrees that in charging patients for his services he will follow standards that are accepted in the chiropractic profession;
- b. Licensee agrees that his billing practices will be reviewed by an outside third party to ensure adherence to accepted standards in the chiropractic profession. The review will be at Licensee's expense. The reviewer must be approved by the Board or its designee. The review will cover all aspects of Licensee's billing. Licensee agrees to provide the reviewer with all necessary documents at least once a week. The reviewer shall provide to the Board a report each month indicating whether any aspect of Licensee's billing falls outside of accepted standards in the chiropractic profession. The reports are due on or before the 20th day of the following month. The reviewer shall also provide any recommendations for modifications to billing. Licensee agrees to implement

any recommendations. The review shall begin thirty (30) days following approval of the Consent Order and shall continue for at least one year. The review shall include 100% of all patients, regardless of method of payment. After one year, Licensee may request that the Board terminate the 100% review. Once the Board grants Licensee's request, Licensee agrees that for the next three (3) years he will be subject to random unannounced billing reviews by the same reviewer at his expense;

- c. Licensee agrees that in processing his office charges He will utilize appropriate chiropractic software and/or a chiropractic billing manual that properly identifies diagnostic and procedure codes;
- d. Licensee and all employees who are involved in billing for his services shall complete a course on billing. The course must be approved by the Board or its designee. Licensee agrees that he and his staff shall complete the course within thirty (30) days following approval of the Consent Order.
- e. Licensee shall prepare a document which contains a list of prices for all treatments, examinations, and procedures performed by him or within his clinic. The document shall be provided to each patient prior to the commencement of any services;
- f. Licensee agrees to prepare a proposed treatment plan sheet wherein he will discuss with the client or client representative his treatment plan. Such

treatment plan will be subject to change based upon the client's condition, but such treatment plan sheet shall be made a part of the patient record. Should there be any substantial changes in the initial treatment plan, a subsequent treatment plan sheet will be completed and shared with the client.

- g. Licensee shall create and maintain in the patient chart a "super bill," which is a document to instruct his staff on which procedures to bill for a particular patient;
- h. For all patients, regardless of method of payment, Licensee shall provide each patient with a statement of charges prior to payment;
- i. Licensee agrees that he will not impose a full charge for each area of the spine he manipulates;
- j. Licensee agrees that within thirty (30) days of approval of the Consent Order he will attend a course on recordkeeping. The course shall be approved by the Board or its designee. The course will be at Licensee's expense.
- k. Licensee agrees to pay the costs in the matter in the amount of 846.70. Such costs are due and payable to the Board of Healing Arts on or before July 19, 2004.

CERTIFICATE OF SERVICE

I, Stacy L. Cook, do hereby certify that I served a true and correct copy of the CONSENT ORDER by United States mail, postage prepaid, on this 22nd day of June, 2004 to the following:

Steve Schwarm
Polsinelli, Shalton, Welte, P.C.
555 Kansas Ave., Ste 301
Topeka, Kansas 66603
(785) 233-1939

and the original was hand-delivered to:

Lawrence T. Buening, Jr.
Executive Director
235 S. Topeka Boulevard
Topeka, Kansas 66603-3068

Stacy L. Cook